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ABSTRACT

This guide is intended to help community college educators prepare for collective bargaining. Chapters include: (1) Background, discussing the acceptance of collective bargaining in community colleges in half of the states; (2) Myths and Problems, examining a variety of generalizations about the collective bargaining process, institutional and employee benefits, and mutual agreement; (3) Planning and Organization for Collective Negotiations, discussing preparation for negotiations and selection of teams to represent the constituents (faculty, students, boards of trustees, administrators, the community), negotiator characteristics, unit determination and composition, bargaining scope, background documents, external and internal data, bargaining strategy and tactics, strike possibilities, shared authority, neutral parties, and other considerations; and (4) Recommendations and Guidelines. Appended material includes two tables of state statutory references and legislative status, extent of collective bargaining by state (1976), selected mandatory and permissive bargaining subjects, and nine tables of sample information to be gathered in preparation for negotiations. A bibliography of 22 titles completes the document. (LH)

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Negotiating A Better Future

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JC 780 094

Negotiating A Better Future

Planning and Organizing for Collective Negotiations in Community and Junior Colleges

Joseph N. Hankin

This monograph deals with the phenomenon of collective bargaining in community and junior colleges in America, concentrating on those steps which should be taken in planning and organizing for its future.

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Foreword

This paper was written at the invitation of the American Association of Community and Junior Colleges. The author was asked to look at the background, myths and problems, and planning and organizing of and for collective bargaining, and to conclude with recommendations designed to assist the uninitiated. To some practitioners this material may seem too elementary, but we can all benefit occasionally from a review of our basic postures toward this important aspect of institutional governance.

As with other essays in this AACJC-Shell series, footnotes have been kept to a bare minimum and the bibliography is select. The serious scholar is referred to the items listed therein.

Over the years the writer has profited greatly from conversations with and knowing Edmund J. Gleazer, Jr., president, and his colleagues at the American Association of Community and Junior Colleges; the late Michael Brick and the current chairperson of the department of higher and adult education and director of the Community and Junior College Center, Teachers College, Columbia University, Walter Sindlinger; Harold Drimmer, chairperson of the board of trustees of Westchester Community College, as well as my colleagues at the college and in the County of Westchester who shoulder the privileges of collective bargaining; George W. Angell and Edward P. Kelley, Jr., Academic Collective Bargaining Information Service in Washington, D.C.; Daniel Julius, formerly with the National Center for Collective Bargaining in Higher Education at Baruch College in New York; and, of course, my wife, Carole, and children, Marc, Laura, and Brian, who have always provided motivation and encouragement.

I. BACKGROUND

Like the courses of the heavenly bodies, harmony in national life is a resultant of the struggle between contending forces. In frank expression of conflicting opinion lies the greatest promise of wisdom in governmental action; and in suppression lies ordinarily the greatest peril. — Justice Louis Brandeis

The late Professor Michael Brick, when he was chairperson of the department of higher adult education at Teachers College, Columbia University, and director of the Community College Center there, wrote this about collective bargaining:

> Rutgers President Edward J. Bloustein, in a paper entitled "Collective Bargaining and University Governance," stated that with effective faculty leadership in collective bargaining, with a contract which preserves the traditional collegial structure in appointment, promotion and academic policy, and with a spirit of goodwill between a university president and the faculty leadership, the polarization will tend to diminish rather than increase. Of course! The critical fact is, however, that without such faculty leadership, without administrative understanding, without such a contract that preserves academic judgment, policy and governance, without such goodwill, and without the acceptance by both the union and institutions of higher education of fiscal responsibility to the public, collective bargaining may not only polarize higher education, it may well pulverize it.![1]

However, collective bargaining need neither polarize nor pulverize higher education. As with so many other subjects in life, lack of specific knowledge frequently allows emotional attitudes to prevail and get in the way of a mature constructive approach to acceptance of what has become a fact of life today.

On the Increase

Collective bargaining has certainly been on the increase in recent years. The first law expressly applying to post-secondary faculty in the public sector was adopted in the State of Michigan in 1965. In the private sector, because of the entry of the National Labor Relations Board (NLRB) into collegiate employer-employee relationships in 1970, unionization has proceeded apace, although more slowly than in the public sector. By 1977 24 states had adopted laws which allow public employees to bargain with professional community college faculty members on matters of wages, hours, and working conditions. In addition, collective bargaining has occurred in five states without benefit of statewide legislation (Illinois, Maryland, Nevada, Ohio, Virginia). Appendix I indicates those states with collective bargaining legislation and those without it. Observers expect a spate of new state collective bargaining legislation during the period 1978-1982 which may make such bargaining permissible in at least three quarters of the states by 1984.

Statutes already on the books contain a variety of subjects including definitions, procedures, ways of determining representation, methods for unit determination, dues collection procedures, the range or scope of negotiable items, impasse resolution methods of dealing with work stoppages, and others. Without these laws and/or determinations by either the National Labor Relations Board in the private sector or state boards and commissions in the public sector, it is difficult for both management and employees to know who bargains with whom about what.

As a result of this legislation and acceptance in the private sector, as recently as 1976, out of 1,209 community junior colleges and/or campuses, 315* had contracts or agents. These 315 colleges/campuses had a total credit

*An unofficial estimate for 1977 puts the number at 361.

enrollment of 1,234,951 or 30.63 per cent of the total credit students in American community and junior colleges. In addition, these same colleges/campuses had a total non-credit or continuing education enrollment of 411,420 or 30.79 per cent of the total continuing education enrollment. Together, the credit and non-credit student enrollment represented 30.67 per cent of the total enrollment in American community and junior colleges in 1976.

These 315 colleges/campuses employed 61,880 faculty members or 32.89 per cent of the total faculty in American community and junior colleges. The average size faculty in all community and junior colleges in the nation in 1974-1975 was 156, but in unionized institutions it was 196.

Only ten of the 203 independent junior colleges were unionized in 1976, while 305 of the 1,006 public community colleges were organized.

Appendix II shows a state-by-state breakdown of the number of colleges in the public and independent sectors with contracts or agents and the credit and non-credit enrollment and total number of faculty members on unionized campuses.

Way of Life

Collective bargaining, then, is an officially accepted way of life in community colleges in half of the states in this nation. Employers and employees might as well accept that and learn how to creatively utilize the process. Nonetheless, despite its appearance, or its inevitability, there is frequently a resentment on the part of management. Presidents (and sometimes board members) have been known to say publicly or privately "Why me?" and then, as if this personalization is not enough, the paternal plaint, "After all I've done for *them*?"

Amusingly, this reaction is not limited to typical "managers." MaCoy and Morand, two union leaders, have written in Angell and Kelley's *Handbook of Faculty Bargaining*:

> Some years ago, we were senior executive officers of an Atlanta union employing a staff of sixty people. The staff enjoyed excellent working conditions with wages and benefits considerably above the standards of the area. We accepted, albeit with considerable personal indignation, the unionization of that staff and after one productive—or so we thought—late night bargaining session, we met at breakfast the next morning to map our negotiating strategy.
>
> Following breakfast we drove to the office and found to our total surprise our employees waving picket signs, with childish jubilation in full and embarrassing view of reporters and television cameras. We were angry with their traitorous ingratitude as we recalled favors bestowed, unjustified absences forgiven, unmerited pay increases granted, and personal loans made. We marvelled at what we regarded as the obvious stupidity of those employees who could not understand that by damaging the reputation of their employer (a union), they would inevitably jeopardize their jobs and livelihood. We traded anecdotes about the incompetence of many of those on the picket line and deplored the fact that they lacked our own dedication and commitment to the union cause. The strikers were treating their lofty union calling as just a "job," and we ranted against their short-sighted greed. We reacted exactly as so many other employers had reacted to us.[2]

Why has collective bargaining been so successful, especially in the two-year college sector? Much has been written about this, but to capsulize the literature cited in the bibliography, it is apparent that it involves more than just a desire to achieve a livable wage. Certainly job security as well as the need to feel that one is treated fairly in work assignments and promotions affected many.

The trend toward unionization was heightened in the late 1960's and early 1970's possibly in response to the reaction to the student riots of the 1960's. Students claimed a larger role in governance and states intruded more heavily into the running of colleges and universities—especialy in the financial sector. Faculties sought to organize countervailing power blocks, often in the form of unions.

Period of Growth

For the community colleges, the late 1960's represented a culmination of a great period of growth, with its resultant strains and tensions. Turnover was great as new leaders came into new and old institutions. Many of the

new faculty members either came from the secondary schools where unions were not as foreign as in the colleges, or directly out of graduate schools where the lessons of organizing in the name of civil rights, antiwar, environmental, and other causes were learned. Governance systems in these institutions often failed to offer adequate involvement to many and, all too often, authority was wielded in an autocratic manner by well-intentioned, but insensitive administrators and boards of trustees.

Perhaps the strongest motivation, then, was this desire on the part of highly educated professionals to be part of the decision-making process at their institutions, especially in the allocation of resources at a time when the colleges were being encouraged to be more "cost-efficient." "Participatory democracy" had not been enough for most; many sought "shared authority" and the legal bases to make it work. Crane Brinton, in his *Anatomy of a Revolution,* suggested that revolutions occur where a little bit of democracy has been allowed, but not where repressive circumstances and autocracy have permitted very little freedom to develop. He suggested that where some freedom has developed, it has whetted the appetite for groups to press for further gains; and often they will resort to revolution in order to obtain them. The desire to control one's own destiny is great in mankind and more so among a group of employees who feel that they possess as much intelligence as those who have the final say over decisions affecting both at home and on the job. A feeling of unequal status propels some beyond the matters of salaries and hours into very real governance and control issues. Feeling that the highly touted collegial relationships often do not really exist, individuals and groups look to another system to work for them.

Harold Newman, director of conciliation for the New York State Public Employment Relations Board, in an excellent piece of writing has indicated:

> We live in a time when priests and ministers talk back to bishops, tenants organize against landlords, prison inmates file grievances against guards and wardens, and to the utter shock and dismay of old soldiers, privates may file grievance charges against officers![3]

We live in changed times, indeed, and collective bargaining in higher education is a part of what is happening in the greater society about us. In real terms the extension of faculty involvement in decision-making and the desire on the part of employees to share meaningfully in power relationships which have developed can work out to be a time-consuming, emotionally draining, often bitter, and physically exhausting process, or it can be a mature, rewarding one. The choice is up to both management and employees.

II. MYTHS AND PROBLEMS

Not only is collective bargaining an extension of an existing trend in higher education to attain greater participation in the decision-making processes of governance of the colleges and universities, but the reaction to collective bargaining is also an extension of existing relationships among institutional individuals and groups. Affixing signatures to a piece of paper will not automatically result in new behaviors. If distrust has existed between faculty and administration, for example, then it will continue under collective negotiations. If faculty leaders see college and university administrators jealously guarding their authority so that they can make unilateral arbitrary decisions, and if administrators see faculty members as amateur political opportunists, then real problems will continue to arise, no matter what the system. On the other hand, if the institution has a history of meaningfully involving all staff in the decision-making process prior to arriving at conclusions, and if the institution has a history of fairly attempting to compensate its professionals, as well as listen to them, then the experience under collective negotiations can be a most meaningful one as well.

There are a number of myths and problems which often get in the way of objective understanding of what collective bargaining is and can mean to a college or university.

For example administrators may feel that they need only take care of the measurable consequences that grow from collective negotiations such as faculty-student ratios, salary scales, course loads, or even procedures for personnel action, but not give attention to trust relationships, cooperative attitudes, modes of communication and the like. Both sides may be convinced that faculty and administrative priorities are incompatible; the faculty may believe that the administration is unwilling to share authority since it will lose some of its own in doing so; managers, on the other hand, may feel that bargaining is unprofessional in academia and that unions express their avarice and greed without attention to the "greater" needs of the college or university. Both sides may feel that "third parties" mean the end of self-determination within the academic institution, or that unionization means strikes, and strikes mean loss of pay.

Generalizations

Unfortunately, there may be grains of truth in some of these myths, but most of them are puffed up generalizations which would not stand the light of evidence if carefully and objectively examined. For instance, bargaining need not erode the authority of administrators.[4] Many of these subjects are not new. For example, protection of due process in personnel decisions is not a new subject, but its inclusion in the collective bargaining agreement may insure that such decisions may be challenged even though management's right to make personnel decisions should not be diminished.

Moreover, administrators have usually been quite interested in increased compensation for "their" faculties; however, under collective bargaining, this may no longer be a matter of *largesse*, or *noblesse oblige*.

Through the collective bargaining process, it may be seen that faculty and administrative power is fused and interdependent and that, moreover, distribution of power and influence in the community is diffused. Administrations do not have as much power as normally presumed by faculties: the board of trustees has some power, the local and state legislators have some, and society in general has a good deal.

Whether or not administrators see faculty involvement in collective bargaining as "professional" is less important than the fact that professional faculty members now see little or no problem between the status of "professional" and "employee."

Unions are not always the ogres administrators may believe them to be and labor has performed a very important function other than its major one of organizing for collective bargaining. For example, unions have pressed for proper recognition of minority groups in some textbooks, they have distributed informational pieces on drug abuse, they have mounted campaigns encouraging 18-year-olds to register to vote, and in other ways performed valuable services on various social issues.

Unionization need not mean strikes and loss of pay; Angell and Kelley have pointed out that for every strike, approximately 160 contracts are consummated through peaceful arrangements.[5] Moreover, only five states now permit strikes in their enabling legislation: Alaska, Hawaii, Pennsylvania, Oregon, and Montana.

The myth that third parties mean trouble because open dissension invites intrusion of government officials and neutrals into the academic decision-making process is dispelled by recent literature,[6] which helps all parties to see that this mutually acceptable resolution of either bargaining or grievance matters is consistent with other processes in the academic world—resorting to a process of research, weighing evidence, and coming to an objective conclusion.

Many of these myths, then, lack rational grounding, but because of their existence, the development of cooperation and mutual trust is often retarded.

Institutional and Employee Goals

Perhaps the biggest myth for both sides is that unionization necessarily means adversary relationships, the building of walls between faculty and administration, and a sundering of the campus. As with the other myths, this one can get in the way of constructing positive relationships, which might make it a self-fulfilling prophecy. The thrust of the *Handbook of Faculty Bargaining* (see Bibliography) is that collective bargaining is a process that can be utilized to achieve both institutional and employee goals without necessarily diminishing either element. This is a theme which we in academe will be seeing more of as we mature in our experience with the process of collective negotiations.

For those who have not participated in the process before, it may be helpful to reflect upon the musings of these next few paragraphs, since the tone of bargaining and contract administration can be very different, depending on one's basic assumptions. On the other hand, there are those who feel that individuals and groups are doomed to repeat the mistakes of the past, and lessons learned personally are more productive than those learned through reading about the process. If the reader wishes to avoid "reinventing the wheel," then he or she will take heed of the lessons learned by those in the field who now feel that harmony (although not complete agreement) must prevail if the institution is to accomplish its main purposes.

Economic progress, as well as freedom of campus parties to pursue their traditional interests (the students to learn, the faculty to teach, and the administration to manage), requires cooperation on the part of all three. Change comes hard, or at least social psychologists tell us so. Changing a style or *modus operandi* without changing attitudes first is very difficult. Some presidents have even left office rather than accommodate to changing imperatives which the collective negotiations process brings.

Yet, collective bargaining can reduce time in processing grievances, thereby making the process more efficient, and can instill more faith in the decision-making process because individuals feel they are part of it. Collective bargaining could force both sides to rely on specific types and sources of evidence in the rendering of decisions. It can help to codify policies and procedures, and clarify them, even homogenizing different interpretations by different departments into common approaches more easily dealt with. For an institution to lose the services of a person of good professional performance says a lot to the others: you may be judged by criteria other than the quality of your academic performance. The bargaining process can clarify those areas in which faculty have a right to be represented, and those areas in which management has a unilateral right to make decisions.

Mutual Agreement

Bargaining puts a premium on well-trained persons from both sides—either professionals or trained academicians, which can professionalize the entire process and depersonalize situations so that department chairpersons, associate deans, deans, and presidents, as well as faculty leaders need not be personally blamed. The process can help faculty to feel more secure and give them a chance to feel more equal, at least with regard to the subject of bargaining. Moreover, their mere participation in mutual problem-solving can be healthy for the institution because it can find new solutions while giving vent to energies and ideas which might not otherwise be tapped. In the process, it may very well be that more productivity may be required from the institution; by having all work together to seek greater productivity, a pattern of mutual cooperation could well evolve. All of this is not to say that there will not be disagreements—but there must be mutual agreement that such disagreements are part of

the process. Moreover, the more opportunities given to the parties to communicate and work together, the greater the likelihood (if the parties wish to have it so) that there will be cooperation and harmony in solving problems of mutual interest and concern.

Sometimes, these things are difficult to achieve. Not in themselves, but because the atmosphere is emotionally charged, due to a particularly difficult election campaign, or for some other reason, e.g., the history of past relationships. However, for the long-run good of the college, it is necessary for both sides to order an era of peace and harmony.

There is no question that these changes are more costly in dollars and in time, and that there is a danger of collegiality being replaced by adversarial relationships, that there may be homogenization and sameness with a lack of recognition of outstanding talent, and a formal ossification of relationships. However, the constructive faculty leader and administrator will concentrate on the opportunities, rather than on the possible negative effects in order to improve operations at the college; both must look beyond the short-run gains to make sure that the ship stays afloat.

Collective bargaining adds an additional complication to the pressured life of a campus, but it can be dealt with positively. This is not to suggest that unionization will be without its problems for both sides: there will be a formalization of relationships, and faculty members will be less able to obtain ad hoc decisions which have frequently helped them. There will be less ease on the part of management in making quick decisions—and this will be frustraing. This is why prior consideration must be given by both sides to planning and preparing for collective bargaining.

III. PLANNING AND ORGANIZING FOR COLLECTIVE NEGOTIATIONS

If collective bargaining is inevitable, then both sides should determine in advance who will be involved in planning for collective bargaining, what is to be considered, how to plan, and when to begin.

The last question is the easiest—one must begin immediately, perhaps with the reading of this monograph and some of the materials listed in the Bibliography. The more preparation done in the early stages, the better off both sides will be in the actual process of working out a contract and then living with it.

For the faculty, the question of who should be involved in preparing for collective negotiations is somewhat simplified. Obviously, a team of representative faculty members of all ranks (including librarians and counselors, and, depending upon unit determination, unit administrators) should be selected. Whether outside help from the national or state bargaining representative's organization is included, and the size of the group doing the preparation, is a function of personalities and relationships on each individual campus. This matter is somewhat more difficult in multi-campus institutions or in states where collective negotiations are conducted for a group of community colleges. However, in comparison to the issues to be faced by the institution in preparation, the faculty's choices are relatively limited.

We must here state that we are talking about both preparation for collective negotiations and selection of teams to represent the constituents at the table. What role should students play in bargaining? Trustees? Administrators? The community?

As far as students are concerned, there are more questions than there are answers. Only statutes in Montana, Oregon, Maine and Florida include a place for students in collective negotiations. However, what about the 200 independent institutions not covered by such statutes? Moreover, students in the vast majority of 1,000 public institutions, while perhaps not as militant as their counterparts in four-year colleges and universities, certainly are affected by what will go on at the bargaining table, and should be interested in the outcome. Montana requires colleges and universities to include student representatives as members of the administrative team; Oregon permits students to observe at the bargaining table and to confer with both sides; Maine provides an opportunity for students to confer with both sides and to make suggestions without actually being present at the bargaining table; Florida specifies that students at the negotiating table must be enrolled in at least eight credit hours.

Amendments to Laws

As the student lobbies increase in strength in state capitals, other legislatures have been considering amendments to their laws that would provide some form of student participation. Both sides argue in all directions when it comes to this question. Some fear the use of manipulation and the creation of pressure blocs, as well as the provision of a circus-type atmosphere in which it would be difficult to bargain effectively. Others weigh carefully any public statements they might make which could alienate this important constituent group. Regardless of the legislative outcome or the feelings of both sides, it would be wise for representatives of both faculty and administration to meet with students in order to explain the process, describe proposals which affect students directly, and consider other matters. Preferably these meetings will take place with all parties represented so that none will seek to take special advantage of the situation. Hopefully, both sides will be open to suggestions from students, with the understanding that the recommendations are merely advisory. Perhaps the most positive result would be a reminder to both faculty and administration that the *raison d'etre* for the institution is the student body and that institutional and employee groups should weigh the demands and positions they take in light of the needs and concerns of the student constituency for better learning.

Boards of Trustees

What about trustees, acting for the community? The community's interest and/or responsibility will vary, depending upon whether the institution is a public or independent one, and whether it is part of a state system or

locally sponsored. Frequently, legislators in the public sector will want to be involved, especially if they are to vote on paying the bill for the outcome of the negotiations. More frequently, however, trustees wish to get involved since it is they who are held responsible for the kind and quality of educational programs offered and for marshalling and protecting the physical and fiscal resources of the college. They are also involved in selecting the president and frequently either delegate to him important personnel actions, or act on his recommendations. Despite the possible experience of several trustees with collective bargaining in the industrial sector (or, perhaps, because of it), trustees react in the same way as previously described for many administrators: many perceive faculty unionization as a symptom of ingratitude and a lack of concern for the effective functioning of the institution. Typically, trustees are somewhat more conservative than many other institutional participants and they are often not able to accept unionization as an inevitability.

Union officials would like nothing more than to deal directly with boards of trustees because they perceive that this is where the power is. In fact, in some locations, union officials even want to work around the boards because they know that the money for implementing negotiated contracts comes from other sources, most notably, legislatures. To complicate matters further, some administrators feel that they will lose their authority if trustees and faculty members start dealing with one another directly. Whether or not the two groups ever come face to face, it is absolutely essential for college administrations to keep their boards briefed on collective bargaining developments, both in advance of negotiations, and throughout the process.

Selection of Teams

What about the administrators? Here we must inevitably get into the question of selecting the negotiations teams. For, hopefully, the preparation stage will lead into the bargaining stage, and that into administration of the contract negotiated. Continuity of personnel and ideas is necessary in these three stages.

There are times when one would choose particular personnel for the team, and other times when these same personnel would be assigned to a back-up team. For example, one eastern institution included both the academic dean and a division chairperson in the bargaining for its third contract, but left both off for the fourth because negative feelings remained after the third round of negotiations that carried over into the ongoing academic relationship during the year and made curriculum development and instructional evaluation more difficult. It was felt that the value of having these two key persons at the table was outweighed by their inability to recoup the positive relationship they had had with the faculty prior to that round of negotiations. Their qualifications and talents, however, could be well used (and were) as members of the back-up team in analyzing proposals of both sides.

Flexibility is important. Using what works and changing things around in order to effect better combinations of talent for different occasions is also essential. The team should reflect the administrative style and structure of the institution. If management is participative, then there are some real advantages in involving a larger number of people in one capacity or another (not necessarily at the table). On the other hand, some institutions feel more comfortable in involving as few individuals as possible in the key decisions. Most institutions have found that smaller teams provide better confidentiality and flexibility, and some try to give the impression that the administrative team is outnumbered. Probably not more than three to five people should serve on the team. A back-up team, comprised of subcommittees to study particularly difficult issues, is never, or rarely, present. Whatever works best for the institution on a year-round basis should be used. The size of the team should reflect the circumstances of the bargaining "this time," the success the institution may have had in the past, and the comfort and ease with which the chief characters in the case can work with large or small numbers of individuals.

Team Makeup

Who should not be included on the bargaining team? Conventional wisdom suggests that board members, commissioners, legislators, presidents, and deans should not be included. For example, deans and presidents have to deal on a daily basis not only with the union and members but also with the total faculty. It is very easy for the faculty to associate the dean and the president with the adversary at the bargaining table. A natural faculty antipathy toward administrators may be seriously augmented and reinforced during battle at the bargaining table. Board members who must approve a contract and legislators who must fund it in order to make it effective should

help plan the prebargaining strategy and be briefed about what has happened at table sessions, but rarely should they be involved directly in the negotiations. The result can be the removal of a healthy buffer between negotiators and these governing bodies. In addition, board members at the table can create a direct line of communication with union officials that later may disrupt normal governance channels.

The team should include a top-level administrator, not necessarily the dean of the college or the president of the institution. It might be the business manager, or the personnel or labor-relations person, if the institution is large enough to have one. Academic personnel could be represented by a division chairperson or associate dean, depending on how the institution is organized. Use of a division chairperson can also firmly establish this level of administrator as a contributing part of the administrative team. Perhaps the director of institutional research could also serve on the table team. In future years there will be increased pressure to have students present at the table, although not necessarily on the team, and to have negotiations open to the public. This team could be joined by legal counsel and other specialized personnel; this is usually the case if the institution is a public one and the local or state governing unit wants to protect its investment.

In fact, governmental agencies frequently do the actual bargaining for public institutions, and the institution may not be able to control who is present at the table. Finally, the increasing complexity of table negotiations would suggest a professional negotiator for both sides. The disadvantage of using a professional negotiator is that management and union have to live with a contract which they did not negotiate; moreover, the negotiator may be more involved in impressing his employers than in negotiating the best contract. Perhaps the answer to this dilemma is to create a high-level positioning in the administration for a trained negotiator who can also serve as chief contract and personnel administrator. Such a person would not only be present in preparations for negotiations and be at the table, but would also be responsible for meetings with union personnel, grievance handling, arbitrations, personnel files, training programs, and other related matters. This type of position is becoming commonplace.

Characteristics of Negotiators

The characteristics of individuals selected for the negotiating team are very important. Team members should be able to remain objective under stress. They must keep some aspect of dialogue going and avoid negativism that will create an impasse. Negotiating is a tremendously time-consuming task—not only in terms of the sessions themselves, but also in the preparation. Individuals must be able to devote a great deal of time to both aspects. They must control their tempers. They should be persuasive, patient, logical, analytical, and skilled in clear, direct prose. They must be familiar with negotiations procedures and with the entire organization and community. A sense of humor is particularly helpful. Each team member must be detached, refrain from personalizing the issues, and have a good sense of timing. A close relationship must exist between the team and the administration. Team members should be able to listen and read cues. They should be outgoing and tactful, but firm. These individuals have to make each side think it is the winner; they must be respected. They will need physical stamina. They also must have the authority from the board and the president to bargain with firmness and finality. Finding all these qualities in one individual may seem impossible, but these are the primary characteristics to be sought. "The Compleat Negotiator," according to 17th and 18th century manuals on diplomacy, "should have a quick mind but unlimited patience, know how to disemble without being a liar, inspire trust without trusting others, be modest but assertive, charm others without succumbing to their charm, and possess plenty of money and a beautiful wife while remaining indifferent to all temptation of riches and women."[7]

Members of the back-up team should have many of these same characteristics. They may be called upon to take the place of a negotiator who is absent. This year's back-up team member may sit at the table next year. Back-up team members often become part of subcommittees to analyze issues and save valuable table time. The back-up team will frequently discuss all of the proposals from both sides and provide additional insights than would otherwise be available.

A full training program for administrative personnel in preparation for collective bargaining is described in Daniel R. McLaughlin's chapter in the *Handbook of Faculty Bargaining*.[8] Particularly valuable is the list of recommended training aids, which is not found in one place in any other publication. While it was written for administrators, there is no reason why union representatives could not benefit from the same information.

Once it is determined who is to be involved in planning and organizing for collective bargaining, attention must immediately be given to what is to be considered. Here, we shall limit discussion to unit determination and scope of bargaining, to major early issues which must be faced head-on, and then proceed to some matters of general strategy, the information needed in the process, and conclude with brief discussions of three major issues—the role of a faculty senate, withdrawal of services, and selection of third parties.

Unit Determination and Composition

If both the employees and employer can agree on who should be in a unit, generally labor boards reviewing such matters will approve any such determination. However, frequently there is disagreement because of the desire on the part of both sides to represent as many people as possible. Here, some management representatives are split because they recognize that if there is no large unit, while there may be some difficulties, they will be bargaining with only one unit, rather than a multiplicity of them. On the other hand, there are serious reservations about including department chairpersons, lower-level administrators and others in a unit with full-and sometimes part-time faculty members. In making unit determinations, labor boards generally try to find whether a "community of interest" exists, and such boards examine factors such as differences and similarities in skills and functions, job classification or title, prior bargaining history, extent of employee interchange, centralization of management, work load employee benefits, interdependence or autonomy of several campuses, and (where applicable) geographic location. An important dividing line has been borrowed from the industrial sector: responsibility to employ, evaluate, and separate the faculty member from the institution. Even though faculty members may supervise, let us say, departmental secretaries and technical assistants, they may not be deemed to be "supervisory" and excluded from a bargaining unit. In those cases where faculty members, such as department chairpersons, have the effective responsibility for recommending the employment, retention and separation of new faculty members, labor boards have found them to be supervisors and have excluded them from the unit. On the other hand, when department chairpersons are clearly representative of the faculty and only make advisory recommendations, these boards have included them in the unit with their faculty peers. Individuals who are undeniably involved in "policy-making" or in "confidential" positions, especially those involved in preparing for collective bargaining, are also subject to exclusion.

Part-time faculty members represent another important group in the determination of the bargaining unit. Sometimes, because of differences in compensation, degree of participation in academic governance, eligibility for tenure, and various working conditions, part-time faculty members are excluded, although on other occasions, in different jurisdictions, the same factors may be present and they may be included.

Each determination is made separately, and there are even within the same state some units with department chairpersons in and some out, some contain part-time faculty members and others do not. Obviously, prior preparation, by both sides, for hearings on the makeup of the unit is essential.

Scope of Bargaining

Equally important is the matter of determination of the range of negotiable items to be considered. The parties may decide to restrict negotiations to salaries, hours, and conditions of employment, open them up to include procedural aspects of governance matters, or open them widely to include anything which either side wishes to discuss.

Generally speaking, union leaders will attempt to make an elastic clause out of "conditions of employment," which would include anything and everything. On the other hand, an experienced employer who wishes to restrict the scope of bargaining will point out that "conditions of employment" is meant to include those items which are *mandatory* subjects of negotiations. The distinction is especially important in the first contract to be negotiated since it is very difficult to "negotiate out" of a contract something which is given, even in a *permissive* area. Careful consideration is crucial here. For example, class size may be a permissive subject unless it has an effect or impact on the continued employment of faculty members, in which case this effect becomes a mandatory subject. Of course, a key point to remember is that discussion on any item does not mean the necessity to agree. A sample list of mandatory and permissive subjects is included in Appendix III. Landmark judicial, administrative and legislative decisions are discussed in George W. Angell's "Knowing the Scope of Bargaining" in the *Handbook of Faculty Bargaining.*[9]

In determining the range of negotiable items to be considered, each side would be wise to estimate what the other will raise at the table. If it is a second round of bargaining, then it is apparent that the grievance record will come up. Moreover, what did the union or management take off the table the last time around? What issues arose during the year? What in the agreement is causing trouble? Where is the current agreement unclear? Even if it is a first contract, both sides would be wise to keep abreast of one another's views, speeches, publications, memos, and conversations. Subscriptions to union trade newspapers and commercial reporting services are helpful, as is reviewing both agreements and demands of both sides in nearby colleges. What concessions were made in the next county or the next jurisdiction, and why were they made? For example, one community college might have a 12-hour teaching load and that might be "whipsawed" against another institution. The employer's representative might respond: "What you say is true, but you also know that in that college it is also true that faculty members have, as part of their regular load, responsibilities for directing extra-curricular activity and for providing academic advising to 50 students each semester."

It is information like this which is absolutely necessary in preparing for bargaining. What other kinds of data are required?

Solid preparation by the college breeds a begrudging respect and a feeling that the institution means to negotiate in a business-like fashion. Similarly, when the bargaining representative prepares well, the college knows that the union is serious and expects to be taken seriously in discussing proposals which will obtain significant benefits for its members.

Administration and union teams should keep bargaining books, including three classes of information: background documents, external data (comparisons with similar institutions), and internal data (see Appendix IV).

Background Documents

1. Laws, charters and constitutions
2. Existing regulations, by-laws and policy manuals
3. Interpretations of laws and regulations
4. Other contracts from nearby institutions
5. Grievance records and arbitration reports
6. Fact-finding reports and interpretations and analyses
7. Current contract

External Data

1. Proportion of faculty with advanced degrees by type of institution
2. Average base salaries and relationships of instructional staff (see, for example, Tables 1 and 2 in Appendix IV)
3. Instructor, assistant professor, associate professor salaries and as per cent of professorship salary (see Table 3)
4. Benefits as per cent of salary and dollar value
5. Compensation beyond base salary
6. Minimum, maximum, and average class sizes and exceptions (see Table 4)
7. Course load and overload compensation (see Table 5)
8. Summer and evening compensation (see Tables 6 and 7)
9. Adjunct faculty compensation versus overload compensation
10. Contract increases versus Consumer Price Index increase
11. Length of academic year
12. Other salary information (see Table 8)
13. Comparative financial status information, such as tables, charts, and graphs to show:
    a. the amount and rate at which revenues and expenditures have been increasing or decreasing
    b. cost per student data

c. percentages spent on instruction, salaries, benefits, and administration
d. faculty-student ratios

14. Faculty retention and turnover rate
15. Data on assessable base

Internal Data

1. Average salary by rank
2. Benefit cost per individual in each rank for
   a. Retirement
   b. Health insurance
   c. Dental insurance
   d. Social Security
   e. Liability insurance
   f. Workmen's compensation
3. Average adjunct load by rank
4. Advanced degrees by rank
5. Quantity and usage of leave benefits
6. Analysis of increments, such as dates due, number at each step, and cost
7. Class size and number above norm
8. Enrollment by department and curriculum faculty member
9. Personnel actions taken
10. Budgetary growth, over-time, broken down into departments, divisions, curricula, and other "cost centers"

A potentially useful activity is to conduct joint surveys for much of this data, so that at least the data will be uniform, if not the interpretations of it.

Both sides must have the capability of costing out the demands of the other. Generally, such calculations will take place between bargaining sessions since it is time-consuming and accuracy is necessary. Careful attention to detail pays off. For example, at one institution it was possible to show that a change in the resource allocation in one department was necessary but not as much as first thought since the department was not only one which educated majors, but also performed a service function to those enrolled in other curricula; therefore, a doubling of majors over a five-year period of time would not require a doubling of personnel in the entire department over that time. By pointing this out to the other side, it was possible for both to accept the demand and to further other goals for the accepting side.

Bargaining Strategy

There is a host of other items which should be considered at one time or another in the preparation stages. These are taken in no special order.

A bargaining strategy must be selected in advance. Aaron Levenstein, a union president, tells us this about the success of the Washington, D.C., police in negotiating the release of 134 hostages and the surrender of Hamaas Abdul Khaalis and his group of Hanafi muslims early in 1977.

> ...The remarkable success of the Washington police in negotiating the release of 134 hostages offers valuable lessons in the art of bargaining....
>
> The authorities did *not* improvise. They went into action with a plan that had been drawn up long ago. They knew what resources were available and activiated them within moments—psychiatrists, specialists on terrorism in the police department and the FBI, experienced State Department negotiators and even foreign ambassadors qualified by their faith and nationality to establish rapport with the Hanafi leader. Every relevant device of interpersonal psychology was brought into play, including role-playing with the three ambassadors to equip them for the showdown.

...Despite some setbacks, the authorities stuck to their negotiating strategy and avoided the blood bath. Notice the elements that led to success.

1. The negotiators armed themselves with *detailed information about their adversary.* They obtained his medical records and interviewed officials who had dealt with him in the past. The Moslem ambassadors even listened to tapes of the leader's voice.

2. Their first objective was to *establish some degree of trust.* For this purpose, they were able to use a detective who had won respect from Khaalis during the investigation of the Black Muslim murders in 1973 that had precipitated this crisis. ...

3. Every effort was made to *protect the other side's self-esteem.* Most of the original discussions by the ambassadors acknowledged the religious feelings of the terrorist and the suffering he had endured as a result of the murder of his family. The Iranian ambassador reminisced about his own personal griefs to make Khaalis aware of other people's unhappiness.

4. The negotiators recognized that *timing was all important.* Though one of the immediate objectives was a face-to-face meeting, they spent hours on the telephone before even broaching the subject ....

   Not until the phone conversations suggested that the terrorist was ready to meet did the negotiators push for an occasion. When Khaalis invited one of the ambassadors, the strategists made a counterproposal that the meeting be broadened to all three. Winning assent was a sign of progress, getting the terrorist to say Yes to something was a good omen.

5. *The sequence of discussion topics* was also critical. The ultimate goal requires that the adversary abandon his original position, but it makes sense to avoid a head-on attack at the outset. The ambassadors began by addressing themselves to general principles. They recited scriptural passages specially selected for them by a scholar on the Koran. In effect this reference to general principles "plays to the premises" of the opponent, helping to build trust by suggesting that there is indeed some common ground.

6. The successful negotiator is prepared with a *strategy of concessions.* This means that he must have a clear picture of the opposition's demands and their relative importance to each side.

   In the hostage situation, the authorities moved quickly to grant the easy concessions. Khaalis had demanded an end to the screening of the movie *Mohammad;* a return of a $750 fine he had paid some years ago for contempt of court;...(and others).

   The first two items were conceded early and were used to establish trust. Note that there is an advantage in confronting *many* demands. You are more likely to find possible minor concessions to use as bargaining chips. This helps to create an atmosphere of "movement," as mediators call it.

7. In return for his concessions, *the negotiator expects compensatory action.* It was a major sign of progress that the Hanafi leader was willing to meet the ambassadors unarmed. One of the interim measures is to get the adversary to agree to some proposals of the negotiator.

8. It's important to *keep monitoring the shifting power position of the parties.* Concessions must not be permitted to strengthen the adversary's ability to persist in the non-acceptable demand. At one point the mayor of Washington told the strategy team that he was willing to go along with an offer by the terrorists to release all female hostages in return for himself and other city officials. This was vetoed because, according to one of the psychiatrists, it "would have raised the ante" and would have yielded no concomitant reward.[10]

The similarity between diplomatic negotiations and collective bargaining has often been noted. Obviously, while the conditions and environment of the case cited above may seem far removed from the college campus, many of the items listed must be taken into consideration by those preparing for collective negotiations in the academic setting.

Other Considerations

A number of other questions and details must be considered before bargaining begins. Should bargaining take place at the college? Faculty bargaining representatives often want negotiations to take place away from the college. They may feel at a disadvantage in having the bargaining on the home grounds of the institution. Others prefer negotiations at the campus because of the ease of transportation and the availability of faculty members.

What should the seating arrangement be? The seating of collective bargaining representatives has often been fraught with tension and argument. Should there by privacy? Many feel that public negotiations tend to be performances and that there should be privacy. How shall the agenda and the timetable be established? There probably should be a firm timetable to avoid stalling and frustrations on either side. Recordkeeping is essential. Notes are better than minutes or tape recordings. Notes help to pinpoint the moment of agreement or other specifics in case there is later controversy. It is not wise to announce the demands and the progress because the final agreement may be compared with the starting position. However, publicity is often used to some advantage, especially in forcing settlement.

Postnegotiation implementation should be decided early. It should be decided, for example, who is going to duplicate the contract and how many copies should be made. Finally, the institution should attempt to estimate the goals—what it is trying to reach in the final agreement. The team should be working toward some specific package.

There are three levels of bargaining: what management would like, what the union would like that management could live with (the retreat or fall-back position), and what is unacceptable, a no-retreat issue. Both sides should set realistic goals. Each negotiator should place himself in the other negotiator's shoes to understand his problems. It is important for individuals on both teams to know or make educated guesses about what the other side is going to say. The team should know at the outset the total package and price the institution can offer in the end. Items cannot be negotiated in isolation from the total financial picture, but too frequently they are. Bargaining from the budget favors the administration, especially in days of tight dollars. The better both sides prepare now, the better the negotiations will go, the easier it will be to live with the contract, and the better the next negotiations will go.

There should be several preliminary meetings of the entire team (table and back-up) for determining both strategy and tactics. One spokesperson should be designated for the team and should be given authority to control comments from the team members and to make contractual offers. Unplanned statements by someone other than the individual so selected should be considered as commentary only and not as authoritative commitments.

The importance of controlled internal communications by both sides to their constituents who must be kept informed during the negotiations should be stressed at these meetings. The administration should not only inform the board, the legislator, and the student, but also the faculty and other employees. This should not be left entirely to the bargaining representative. Of course the institution has to be careful not to commit any unfair labor practices in doing so, but information given to the faculty should not be all one-sided or in response to what has already been made public.

Proposals should be thoroughly discussed at an early meeting. They should be cogent, important, easily defended, well thought out, and discussions should ensue about the strategy of presentation. Above all, no proposal should be so ill-conceived or ill-presented as to draw the ridicule of the other side. Ideally, all work emanating from both teams should be work behind which the constituents can unite.

So much for the broad strategy. Now to some of the tactics themselves.

Bargaining Tactics

The first meeting after the procedures are set is usually reserved just to receive the proposals and clarification, not to react at all or make counter proposals. It is also reserved to set the climate. Negotiation makes for better understanding if done constructively, so it is highly important that a constructive climate be set at that first meeting. The college gets a much better understanding of what makes the union and the employees tick, and vice versa. Constructive negotiations forge an alliance that is good for the institution and all its constituents.

Both sides will receive lists of demands. Representatives of both sides must take something back to members, otherwise there will be other bargaining representatives vying for the affection of the faculty members and fear of

replacement by the institution's personnel. Both will try to make it appear that what they get is more than they really expected. Frequently they will request double their expectations. Other items are submitted merely to gain experience in bargaining for the future. Then there are going to be "red herrings" or "throw away" items, to be conceded in compromises. The best tactic at the point when this long list of demands is presented is to insist on specific justification for each and every proposal, so that your negotiators can tell immediately the items that have been copied from other agreements from the items that grow out of genuine institutional needs. It is necessary to analyze these demands, then, in terms of: is it a local issue or a wider issue, what are their causes, the causes of changes, where are the strong and weak arguments, are the counter arguments and counter proposals strong, what effect would concession have on the entire institution's operation, and what would be the cost of these items?

The employer would be wise in making the union assign priorities to its needs, thereby driving home the lesson, once again, that money is not available to support all of the requests. The union, in turn, should insist that the employer demonstrate the lack of fiscal ability to fund employee demands. Then insist that no new demands will be presented later on. Do not negotiate a blind contract. Be sure all of the demands have been presented. Do not be fooled by "Well, we have only a few major demands and we will reserve the unimportant minor points until we clear up the big issues." Get them all out on the table at the very beginning, insofar as possible.

Normally the union will present its demand first. With regard to management demands—there are two basic philosophies. One is that the institution should react to the union's demands; that is called responding or reaction bargaining. The other is that the institution should present its own proposals; that is aggressive or action bargaining.

Shared Authority

Increasingly, as institutions have recovered from the first wave of bargaining in higher education during the last decade, and as they are gaining more experience, they have begun to reason that in the concept of shared authority with the balance of power at the table, the institution has a responsibility to present its own set of demands. Some management demands in recent years have been formal job specifications for faculty members, vigorous evaluation systems, increased student contact productivity, and lengthened academic year service—especially in return for economic gains, assuming that the group is primarily interested in economics. Others have included: merit pay systems in lieu of automatic increments, the right to initiate experimentation with class size, attempts to obtain stability by demanding longer term contracts, proposals for five-year renewable contracts in place of tenure, no faculty participation in a whole list of things, grievance procedures with nonbinding arbitration, committees not to include solely the bargaining representative's choice and no overload.

Needless to say, these have, on more than one occasion, angered faculty representatives. All the more reason to be certain that the college's demands are fully developed. After all, the institution can not very well insist that the faculty demands be fully developed, and not do the same with its own. Are the objectives of the institution consistent with its demands? Are these demands consistent with good employee relations? Are the demands outmoded? Are they worth the price? Team planners have to check the effect they may have on the entire college. In all of this, hopefully both sides know when to stop, when to avoid appearing outlandish.

Sometimes either side will seek to insert a clause that is more editorial than substantive. A "no strike" clause might be included by the employer even though it may be illegal to strike in a particular state. This does help to turn public opinion against the strike, should the employee organization do so. The union will try the same thing: even though unfair practices are often prohibited by law, they will seek to include an unfair practices clause because they feel it gives faculty a contractual as well as a statutory base.

After a deep breath between the first and second meeting both sides should examine the demands. They might have anticipated most of them, and then again, might not have. Both sides should price out all of the opponent's proposals.

In subsequent sessions, it would help to avoid negotiating against the clock; to start early enough and make sessions long enough. Enough time should be allowed between sessions to prepare carefully for the next one. Probably there should be a week or two between the first two or three sessions; later there can be two or three a week. Both sides should have the objectives very carefully discussed with the entire team prior to each session so the teams can be firm in following planned directions rather than letting the course of events sweep them along.

As the bargaining progresses, all should understand that all m ers of agreement are tentative until the final moment when each issue is either resolved or removed from the able, and the contract completed. Any tentative agreement may have to be modified during the later course of bargaining.

This discussion could be endless. Large and small issues have been deliberately left out so that the reader can get a flavor of the process and then, if he or she wishes, can refer to the bibliography for these and other topics.

Other Concerns

Finally, there are three issues which cause concern in the minds of the uninitiated (and even for the experienced), and which should be treated in somewhat more detail. The first is the role of the faculty senate, council, or association, which generally is a pre-existing body which arose out of a collegial atmosphere and through which the faculty has expressed itself with regard to academic policies and procedures. Because this faculty body frequently depends on institutional approval, and possibly even financial support of some sort, some feel it must be less effective than the bargaining representative in advancing faculty interests. Critics point to the fact that the senate often includes administrators and students (and occasionally staff), does not really represent the faculty, has no real teeth, and is a "house organ."

To be sure, many faculty senates have been adversely affected by the unionization process. Nonetheless, an effective role still remains for the faculty senate to play in situations where the management of the institution has refused to bargain on nonmandatory subjects with the union or bargaining representative. A very wide area of latitude remains, including an extensive gray area. While it is true that many items once believed to be nonnegotiable have found their way into contracts, a wise faculty will consider ways of maintaining both its bargaining representative and the senate, so that it might be represented on both academic and personnel matters in the best manner possible. Employers, on the other hand, should not necessarily for simplicity's sake wish to see the senate atrophy. There are numerous instances when it is helpful to have other faculty leaders and organizations available for consultation on matters about which the institution does not wish to bargain.

Some bargaining representatives seek to give the faculty senate legitimacy by specifically naming it within the contract, so that it cannot be dissolved by unilateral action on the part of the institution. It is important, of course, that the union not see the senate as a rival organization, and that as much as possible, the duties and responsibilities of each be delimited. Such marking of boundaries is, of course, helpful to the institution, as well. Prior to bargaining, both sides will have to come to grips with this issue in order to determine what role faculty senates, councils, or associations should have in the future.

Possibility of Strikes

There is, on the part of many administrations, an undue nervousness about the possibility of strikes and/or withdrawal of other services. While it is true that some institutions like the City Colleges of Chicago have had six strikes in five contract periods, this is clearly the exception rather than the rule. Only a small percentage of strike threats ever really materialize. A majority of the unions do not want strikes because they do absorb union personnel and money; they always contain the threat of losing; faculty members don't want to lose money and get poor publicity; and strikes rarely occur unless there are genuine strike issues, that is, real impasses of major significance. However, even though a majority of faculty members may not be for a strike, they still may walk out because, once a strike is called, the life of the union is in jeopardy; and that often becomes more important than the issue which causes the strike itself. Faculty members who are opposed to a strike will walk out in order to avoid a split which could destroy their bargaining representative.

There is the alternative partial withdrawal of services just short of strikes—the slow down, or work to rule, that is, the regulations of the rule book will be followed to the letter; the sudden, concerted use of professional days or sick leave that teachers take as a group; the refusal to work overtime when it is needed; the informational picket and use of media; and the use of class time to discuss union matters.

Both the institution and the faculty should evaluate which issues are felt most strongly and might be likely to trigger a job action. Both must determine whether they will react to a mere threat of such an action and should clearly delineate the penalties and sanctions to be imposed (except in those five states which allow strikes by law in the public sector and in the 200 private institutions, which of course do not come under statutory legislation). Plans of action should be drawn to determine just how far each side would go prior to and during a job action. If

the institution is kept open, what will the reaction be? Who will make up the strike team? How will communications be handled with the media and public? What will be said, if anything, to the students? How should other employees be treated? What kinds of safety precautions should be taken by both sides? How will both sides deal with the long-run residual effects?

Unless both sides are fully prepared, they may have a "tiger by the tail," and regret it for years to come.

Selection of Neutral Parties

Finally, we have the question of selection of neutral parties. Both in the negotiation stage and in arbitrations, such individuals help to elicit information and obtain facts, stimulate communication, clarify issues, suggest alternatives, defuse explosive situations, distinguish between goals and means, and, hopefully, reduce frustrations. While some type of outside intervention is to be avoided, especially when it comes from the legislative sector or the executive branch, fears about decisions being made by non-educators appear to be as groundless as the myths discussed earlier in this monograph. While there are some shoddy practitioners, whose only objective is to get re-employed, most neutral parties are helpful professionals themselves, who can save the institution hours and years of aggravation by practicing his or her art in mediation, fact-finding, or arbitration.

In preparation for the selection of neutral parties and the presentation of cases, both sides would do well to prepare thoroughly and to consider employing only the best in the field (assuming that they are not assigned by a public labor board). Proper preparation, framing of issues, specificity of matters to be considered, and thorough review of analogous issues decided elsewhere should be engaged in by both sides for the most effective use of the process.

Proper organization and planning, then, can save the institution much energy, time, and dollars.

IV. RECOMMENDATIONS AND GUIDELINES

Here are a summary of recommendations and some guidelines to follow for successful bargaining.

1. Much of the preceding constitutes rather specific recommendations, so it is suggested that the reader looking for practical assistance review the material presented in this monograph.
2. Review as many texts on collective bargaining as possible to make certain nothing is forgotten; samples listed in the Bibliography would do for starters.
3. Think positively throughout the process.
4. Do not accept the myths about collective bargaining. Maintain an open mind and form your own judgments.
5. Select planning, negotiating, and back-up teams with great care.
6. Plan meticulously; know both sides well, brainstorm and role-play so that you have covered every contingency; an old debater's motto goes something like this: "He who knows only his own side knows little of that."
7. Treat the other side as you want yours to be treated—with respect.
8. Bargain fairly but firmly. The first contract is likely to be highly important, but so are subsequent relations and successor contracts.
9. Avoid boasting, taking credit, "beating the other side to the punch," and other human weaknesses. Consider making joint presentations of contract terms to smaller groups from each side in order to set a pattern of cooperation.
10. Work at making the agreement work. Keep attempting to keep communications open. Continually listen—not only during all of the foregoing, but throughout the life of the agreement. Do not let your emotions get in the way of harmonious relationships.
11. When problems become difficult, appoint joint *ad hoc* committees to resolve them. Avoid the temptation to charge in like a knight in shining armor on a white horse, because only *you* can resolve this problem.
12. Above all, commit yourself to accept collective negotiations as inevitable and as a challenge to make the process work for you, for your faculty, for your student body, for your institution, and for your community.

V. CONCLUSION

Some ten years ago, about the time when collective bargaining began in higher education, a story was making the rounds. It seems that a king once called three wise men together, and posed the same problem to each: "Our island is about to be inundated by a huge tidal wave. How would you advise the people?"

The first thought long and hard and then said: "Sire, I would lead the people to the highest spot on the island and there set up all night prayer vigils."

The second responded: "Master, I would advise the people to eat, drink, and be merry, for it would be their last opportunity to do so."

The third said: "Your Majesty, if I were you, I would immediately advise the people to enroll in a course in how to live under water."

The moral, of course, is obvious: neither prayer alone nor frivolity will save the day. What is required is preparation, education for new conditions.

Just as in other phases of college life, a constructive approach and relationship must be struck in preparing for collective negotiations. Mutual respect must pertain, and both sides should be as well prepared as possible. Collective bargaining can help the administrator, as well as the faculty member to achieve institutional and individual goals, protect common purposes and programs, involve personnel constructively, and better relationships. To accomplish these goals, however, the groundwork must be laid as early as possible. If you are not yet involved in collective bargaining, resolve to begin this preparation tomorrow. If you are already involved in it, why not begin today?

FOOTNOTES

[1]Michael Brick, "Introduction, " p. 5 in Michael Brick, Ed., *Collective Negotiations in Higher Education*, New York: Community College Center Teachers College, Columbia University, 1973.

[2]Ramelle MaCoy and Martin J. Morand, "Establishing Constructive Relationships Between Administrators and Faculty Unions," pp. 25-26 in George W. Angell, Edward P. Kelley, Jr. and Associates, *Handbook of Faculty Bargaining*, San Francisco: Jossey-Bass, Publishers, 1977.

[3]Harold R. Newman, "Using Neutrals to Help Settle Impasses," in Angell, Kelley, *et al*, *Handbook of Faculty Bargaining*, p. 327.

[4]See George W. Angell, "Management Prerogatives and Faculty Rights," Special Report #29 of the Academic Collective Bargaining Information Service, Washington, D.C.: ACBIS, 1977.

[5]Angell, Kelley, *et al*, *Handbook of Faculty Bargaining*, p. xii.

[6]Newman, "Using Neutrals," pp. 326-345.

[7]F.C. Ikle, *How Nations Negotiate*, Millwood, New York: Kraus, 1976.

[8]Daniel R. McLaughlin, "Training Administrative Personnel for Collective Bargaining," in Angell, Kelley, et al, *Handbook of Faculty Bargaining*, pp. 96-125.

[9]George W. Angell, "Knowing the Scope of Bargaining," in Angell, Kelley, *et al*, *Handbook of Faculty Bargaining*, pp. 126-139.

[10]Aaron Levenstein, "Negotiating Under the Gun," *OBI Interaction: The Management Psychology Letter*, #7 (April 1, 1977), pp. 1-3.

APPENDIX I

States with and without Enabling Legislation for Collective Bargaining

TABLE 1

24 States with Collective Bargaining Legislation Covering Higher Education Personnel

STATE	STATUTORY REFERENCE	NOTE SPECIAL FEATURE
Alaska	Public Employment Relations Act Sec. 23.40.010 - 23.40.240	
California	Education Employees Collective Bargaining Act S.B. 160, 1975	In postsecondary sector, only community colleges.
Connecticut	State Employee Collective Bargaining PA 75-556 (SHB 5179, 1975)	
Delaware	Code: Right of Public Employees to organize: Title 19, Chapter 13, Sec. 1301-1313	Meet and confer only.
Florida	Statutes: Public Employee Relations Act Sec. 447.001-447.023	
Hawaii	Statutes: Public Employees Act: Sec. 89-1 - 89-17	
Iowa	SF 531 of 1974	
Kansas	Revised Statutes Sec. - 72-5413 - 72-5425	Meet and confer, but Supreme Court ruled 1973 that Act requires negotiation, not merely meeting and conferring.
Maine	University Employees Bargaining Rights: Title 26, Chapter 12, Sec. 1021-1034	Students have role.
Massachusetts	General Laws Annotated: State-County-Municipal Employee Law: Chapter 150-E, Sec. 1-15, 1974	
Michigan	Statutes Annotated: Public Employee Relations Act Sec. 423.201 - 423.216	
Minnesota	Statutes Annotated: Employment Relations Act Sec. 179.61 - 179.87	
Montana	Public Employee Law: HB 481, 1975; Sec. 59-1601 - 59-1616	Students have role.
Nebraska	Revised Statutes: Public Employees Act Sec. 48-801 - 48-837	

APPENDIX I
(continued)

TABLE 1 (continued)

STATE	STATUTORY REFERENCE	NOTE SPECIAL FEATURE
New Hampshire	State Employee Bargaining Rights: Chapter 273-A	
New Jersey	Statutes Annotated: Employer-Employee Relations Act: Sec. 34-13A-1 - 34-13A-13	
New York	McKinney's Consolidated Laws Annotated: Taylor Act: Sec. 200 - 214 Civil Service Law	
Oregon	Revised Statutes: Public Employer Law: Sec. 243.711-243.795	Students have role.
Pennsylvania	Purdon's Statutes Annotated: Public Employee Relations Act: Title 43, Sec. 1101.101 - 1101.2301	
Rhode Island	General Laws: State Employees: Sec. 36-11-1 - 36-11-12	
South Dakota	Compiled Laws: Public Employee Negotiation Law: Sec. 3-18-1 - 3-18-20	
Vermont	Ch. 27, L 1969: State Employee Labor Relations Act	Excludes State University personnel.
Washington	Revised Code Annotated: Community College Negotiations Act: Sec. 28B 52.010 - 28B 52.200	In postsecondary sector *only* community college contract is not binding on future actions of legislature.
Wisconsin	Statutes Annotated: State Employment Labor Relations Act: Sec. 111.80 - 111.97	In postsecondary sector *only* community college.

Sources: 1) Education Commission of the States, '76 *Update: Collective Bargaining in Education: A Legislator's Guide*, Report #78, by Doris Ross, Denver, Colorado, January, 1976.

2) Dr. Thomas A. Emmet, Assistant to the President, Regis College, Denver, Colorado.

APPENDIX I
(continued)

TABLE 2

26 States with No Mandatory Collective Bargaining Law Covering Higher Education Personnel

STATE	NOTES
Alabama	
Arizona	
Arkansas	
Colorado	
District of Columbia	Public Employees have bargaining rights by executive order of the Commissioner of the District of Columbia.
Georgia	
Idaho	Meet and confer law only for K-12 employees, not higher education.
Illinois	Illinois has no public employee collective bargaining statute, but under a 1966 judicial ruling, teachers and local employees may bargain collectively. State universities have conducted bargaining under personnel codes.
Indiana	Public Employee Labor Relations Chapter 4, IC 22-6 (HB 1298, 1975) Classified Employees *only*. A 1969 attorney-general's opinion states that public employers may not engage in collective bargaining until authorized by legislature.
Kentucky	A 1975 attorney-general's opinion states that the Governor is not authorized to grant bargaining rights to faculty unions.
Louisiana	
Maryland	No state legislation. Baltimore city allows collective bargaining for the community college in its jurisdiction.
Missouri	Vernon's Annotated Statutes: Public Employee Law: Sec. 105.500 - 105.540. Classified Employees *only*. Meet and confer only. A State Supreme Court decision of 1974 says that professional negotiations are not prohibited, but agreements may not be binding on school boards.
Mississippi	
Nevada	Collective bargaining law only for K-12 employees, not higher education.
New Mexico	A 1971 attorney-general's opinion indicates a limited collective bargaining right for public employees. State personnel board rules include limited bargaining procedure for classified state employees.
North Carolina	State general statutes barring public employee membership in national labor organizations was declared unconstitutional by U.S. District Court in 1970; section forbidding state contracts with unions was upheld.
North Dakota	Collective bargaining law only for K-12 employees, not higher education.

APPENDIX I
(continued)

TABLE 2 (continued)

State	Notes
Ohio	
Oklahoma	Collective bargaining law only for K-12 employees, not higher education.
South Carolina	
Tennessee	
Texas	A 1975 attorney-general's opinion states that employers are obligated to hear grievances, but not to bargain.
Utah	A right to work law allows organization but not negotiations.
Virginia	In 1962 and in 1970 attorney-general's opinions ruled that local employees and teachers have the right to bargain. State has no public employee collective bargaining legislation.
West Virginia	
Wyoming	

Sources: 1) Education Commission of the States, *'76 Update: Collective Bargaining in Education: A Legislator's Guide*, Report #78, by Doris Ross, Denver, Colorado, January, 1976.

2) Dr. Thomas A. Emmet, Assistant to the President, Regis College, Denver, Colorado.

APPENDIX II

American Community and Junior Colleges, 1976: Extent of Collective Bargaining

State	Total Number of Colleges			No. of Col/Campuses with Contracts or Agents			Total Enrollment Credit Oct. 1975	Enroll. in Col/Campus with Contract or Agents Credit Oct. 1975	Total Continuing Educ. Enroll. Oct. 1975	Continuing Educ. Enroll. in Col/Campuses with Contracts or Agents Oct. 1975	Total Faculty 1975-76	No. Faculty in Col/Campuses with Agents/Contracts 1975-76
	Total	Public	Ind.	Total	Public	Ind.						
Alabama	35	29	6	0	0	0	60,528	0	12,345	0	2,769	0
Alaska*	11	10	1	10	10	0	10,117	9,841	2,257	2,242	670	629
Arizona	16	15	1	0	0	0	98,593	0	8,942	0	4,175	0
Arkansas	13	9	4	0	0	0	12,405	0	6,690	0	669	0
California*	109	103	6	0	0	0	1,115,073	0	235,073	0	38,756	0
Colorado	15	15	0	0	0	0	38,727	0	22,510	0	2,204	0
Connecticut*	22	16	6	17	16	1	38,266	36,269	4,879	4,378	1,667	1,491
Delaware*	7	5	2	4	4	0	12,109	7,507	586	414	698	450
D. of C.	4	1	3	1	1	0	6,546	5,415	647	215	183	78
Florida*	34	31	3	3	3	0	169,920	22,170	121,048	13,686	7,439	928
Georgia	24	16	8	0	0	0	43,992	0	12,782	0	2,008	0
Hawaii*	7	7	0	7	7	0	20,641	20,641	8,401	8,401	820	820
Idaho	4	2	2	0	0	0	9,091	0	1,581	0	482	0
Illinois	55	48	7	21	21	0	284,518	154,772	50,638	29,369	12,977	6,464
Indiana	16	14	2	0	0	0	15,453	0	1,889	0	926	0
Iowa*	31	26	5	19	19	0	31,176	21,891	132,199	67,738	2,036	1,383
Kansas*	25	21	4	9	9	0	29,844	13,892	9,897	3,792	1,768	787
Kentucky	22	15	7	0	0	0	33,030	0	6,208	0	1,651	0
Louisiana	7	6	1	0	0	0	15,068	0	255	0	766	0
Maine*	9	8	1	6	6	0	8,233	3,995	7,025	4,643	648	362
Maryland	20	18	2	2	2	0	78,843	9,656	32,952	3,200	4,103	460
Massachusetts*	37	19	18	20	15	5	80,638	62,333	13,987	13,041	3,819	2,542
Michigan*	37	33	4	30	30	0	189,848	174,524	9,149	5,323	8,422	7,512
Minnesota*	24	20	4	18	18	0	30,494	27,264	9,444	9,131	1,580	1,301
Mississippi	23	18	5	0	0	0	34,714	0	7,639	0	1,948	0
Missouri	20	14	6	0	0	0	53,398	0	12,177	0	2,477	0
Montana*	3	3	0	1	1	0	2,964	583	775	700	144	27
Nebraska	13	12	1	0	0	0	12,565	0	14,448	0	1,224	0
Nevada	3	3	0	0	0	0	12,515	0	275	0	555	0
New Hampshire*	10	7	3	0	0	0	4,548	0	886	0	353	0
New Jersey*	20	16	4	17	15	2	88,654	87,052	20,405	20,335	4,106	4,000
New Mexico	13	13	0	0	0	0	15,766	0	3,893	0	1,004	0

APPENDIX II
(continued)

State	Total Number of Colleges Total	Public	Ind.	No. of Col/Campuses with Contracts or Agents Total	Public	Ind.	Total Enrollment Credit Oct. 1975	Enroll. in Col/Campus with Contract or Agents Credit Oct. 1975	Total Continuing Educ. Enroll. Oct. 1975	Continuing Educ. Enroll. in Col/Campuses with Contracts or Agents Oct. 1975	Total Faculty 1975-76	No. Faculty in Col/Campuses with Agents/Contracts 1975-76
New York*	61	47	14	45	44	1	275,974	263,030	37,933	36,108	15,114	14,258
North Carolina	67	56	11	0	0	0	107,310	0	142,448	0	7,180	0
North Dakota	5	5	0	0	0	0	6,830	0	7,113	0	403	0
Ohio	53	49	4	0	0	0	115,225	0	15,494	0	5,641	0
Oklahoma	19	15	4	0	0	0	37,974	0	8,141	0	1,512	0
Oregon*	16	14	2	8	8	0	67,281	52,838	47,200	39,616	4,805	3,967
Pennsylvania*	31	17	14	13	13	0	78,104	54,109	42,120	34,080	4,712	3,394
Rhode Island*	2	1	1	1	1	0	16,077	7,520	8,140	640	695	283
South Carolina	28	23	5	0	0	0	42,558	0	16,885	0	2,923	0
South Dakota*	5	1	4	0	0	0	1,319	0	1,125	0	258	0
Tennessee	20	13	7	0	0	0	32,092	0	3,994	0	1,579	0
Texas	68	61	7	0	0	0	249,480	0	88,782	0	11,517	0
Utah	5	5	0	0	0	0	11,976	0	729	0	758	0
Vermont*	7	2	5	1	1	0	4,663	644	19	0	459	48
Virginia	38	33	5	1	0	1	90,366	665	15,179	0	4,560	52
Washington*	27	27	0	27	27	0	129,429	129,429	11,962	11,962	6,467	6,467
West Virginia	12	10	2	0	0	0	17,136	0	641	0	977	0
Wisconsin*	49	47	2	34	34	0	79,661	68,911	112,378	102,406	4,962	4,177
Wyoming	7	7	0	0	0	0	10,120	0	4,258	0	594	0
TOTALS	1,209	1,006	203	315	305	10	4,031,852	1,234,951	1,336,423	411,420	188,163	61,880

*These states have legislation enabling collective bargaining

Sources: 1) *American Association of Community and Junior Colleges 1976 Community and Junior College Directory*, Sandra L. Drake, Editor, Washington, D.C. January 1976.
2) Also, various data from the Academic Collective Bargaining Information Service, Washington, D.C.
3) The National Center for the Study of Collective Bargaining in Higher Education
4) And the author's direct inquiries.

APPENDIX III

Samples of Mandatory and Permissive Subjects of Bargaining

Selected Mandatory Subjects

Access to college property
Assignments for extra compensation
Merit pay
Grievance procedures, including arbitration
Work hours
Work loads
Hours and work schedules
Pensions unless established by state law
Insurance benefits
Sick leave and other types of leaves of absence
Holidays and vacations
Parking space and other perquisites related to employment
Procedures for evaluation, retention, promotion of unit employees
Procedures for discipline and discharge
Union security, except where specifically prohibited by law
Wages and salaries, merit increases
Safety rules and policies
Savings clause
Management rights clause
Impact of management decisions on work conditions

Selected Permissive Subjects

Access to college facilities and equipment
Agency shop (unless published by law)
Residency requirements
Vacancies
Class size
Composition of evaluation committees
Matters of educational policy such as course offerings, faculty advising, teaching materials
Hours and days of work and work location
Mission and purpose of the institution
Hiring and discharging employees
Assignment and transfer of employees
Supervision and direction of employees' work performance
Employment of substitutes
Size of work force, number of employees
Retrenchment of funds, programs, number of employees
Distribution of resources (funds and employees) to departments
Type of organization, reorganization of departments and divisions
Emergency executive powers in all matters

APPENDIX III
(continued)

Overall budget, level of funding, allocation of funds within units
Selection and composition of programs
Evaluation of programs
Changes in programs
Evaluation of employee performance
Establishment of performance standards
Promotion of employees
Wages, hours, and work conditions for employees not in the bargaining unit
Nonjob-related prerequisites for employees
Discipline of employees
Employer's business procedures

Sources: George W. Angell, "Knowing the Scope of Bargaining," in Angell, Kelley, et al, Handbook of Faculty Bargaining, pp. 134-139
New York State Public Employment Relations Board, "Mandatory/Non-Mandatory Subjects of Negotiation," Mimeographed, October 1, 1976.

APPENDIX IV

Sample Information to be Gathered in Preparation for Negotiations

TABLE 1

Average of Estimated[1] Percentages of Full-Time Teaching Faculty with Advanced Degrees, 1976

	Masters as Highest Degree	Doctorates	Total of Both
Our Community College[1]	78.2	10.6	88.8
(9) State Community Colleges	79.3	9.8	89.1
(8) Urban Community Colleges	Data Not Available		
(5) Public (4-yr.) Colleges in Nearby States	41.5+	55.7	97.2+
(3) Private (4-yr.) Colleges Nearby	29.7	67.4	97.1
(5) Private—Ivy League	4.9	95.7+	99.6+

SOURCE: Telephone conversations with respondents January thr[illegible] April 1976.

APPENDIX IV
(continued)

TABLE 2
Base Annual Salaries (Weighted Averages[1]), 1975–1976[2]

		Source/Time Effective	Instructor	Assistant Professor	Associate Professor	Full Professor
	Our Community College	1975–1976 Survey	$44,595	$20,613	$26,605	$31,002
(25)	State Community Colleges	1975–1976 Survey	$42,451	$16,293	$19,497	$26,008
(8)	Urban Community Colleges	Data for current academic year not available				
(4)	Public Colleges in Nearby States	1975–1976 AAUP Survey Responses	$13,114	$45,847	$20,361	$27,033
(14)	Private Colleges Nearby	Same as Above	$13,021	$20,613	$26,605	$31,022
(8)	Private–Ivy League	Same as Above	$13,154	$46,064	$26,605	$31,022

[2] Adjusted to ten-month basis as necessary for comparison with our community college.

TABLE 3
Base Annual Salaries (Weighted Averages), 1975–1976
Lower Ranks' Salaries as Percentages of Professors' Salaries

		Source/Time Effective	Instructor	Assistant Professor	Associate Professor
	Our Community College	1975–1976 SUNY Survey	47.1	66.5	85.8
(25)	State Community Colleges	1975–1976 SUNY Survey	47.9	62.6	75.0
(8)	Urban Community Colleges	1975–1976 data not available			
(4)	Public Colleges in Nearby States	1975–1976 AAUP Survey Responses	48.5	58.6	75.3
(14)	Private Colleges Nearby	Same as Above	42.0	66.4	85.8
(6)	Private–Ivy League	Same as Above	47.0	66.4	85.8

APPENDIX IV
(continued)

TABLE 4

Work Load Provisions Affecting Full-Time Faculty at Nearby Colleges: Class Size, Preparations[3]

College	Class Size	Preparations per Semester
College 1	Set by Dean, grievable, maximum of 25 in Freshman English	2
College 2	30 normal, 25 in English Composition	3 maximum
College 3		3 maximum per quarter
College 4	Adhere to 1973–1974 maximums, may increase any class by up to 3 students	3 maximum
College 5	Variable: 16-35	2–4
College 6	25	3
College 7	Recommended by Dean	3
College 8	Norm of 30, maximum overload by 1/3 of norm	3

[3]SOURCE: State Agency Annual Report

TABLE 5

Work Load Provisions Affecting Full-Time Faculty Credit and Contact Hours[4]

College	Standard Semester Credit Hours or	Work Load Contact Hours	Maximum per Year
College 1	26 per year	33 per year	720 student credit hours
College 2		14, 15, or 16 English, 12	30 contact

APPENDIX IV

(continued)

TABLE 5 (continued)

College	Standard Semester Credit Hours or	Work Load Contact Hours	Maximum per year
College 3	15	18	47 teaching credit hours or 56 contact hours (trimester schedule)
College 4	18 teaching hours maximum		Maximum 60 teaching hours over 2-year period, maximum 32 in 1 year
	English, 15 teaching hours maximum		24 teaching hours
College 5	Lecture only		12–26 hours
	Combined lecture and laboratory		15–30 hours
	Physical education		18–36 hours
College 6			30 credit or 40 contact
College 7			30 credit (all except English)
College 8	15		Teachers with 6 or more composition classes: 25 credit maximum

[4]SOURCE: State Agency Annual Report

TABLE 6

Evening Compensation[5]

College	Compensation Basis	Rate of Payment for Evenings and Overloads			
		Instructor	Assistant Professor	Associate Professor	Full Professor
College 1					
(Part-time)	Credit hour	$263	$301	$339	$376
(Full-time)		$202	$232	$261	$290

APPENDIX IV

(continued)

TABLE 6 (continued)

College	Compensation Basis	Rate of Payment for Evenings and Overloads			
		Instructor	Assistant Professor	Associate Professor	Full Professor
College 2	Net contact hour	–	–	$275 –	–
College 3	Credit hour	$300	$338	$383	$432
College 4	Teaching hour	1/60th of current annual salary			
College 5	Contact hour	$210	$230	$260	$300
College 6	Contact hour	$290	$310	$330	$350
College 7					
(Part-time)	Credit hour	$230	$260	$290	$320
(Full-time)	Based on qualifications				
College 8	Credit hour	$260	$275	$290	$305

[5]SOURCE: State Agency Annual Report

TABLE 7

Overload and Summer Session Provisions[6]

College	Other Provisions	Summer Session
College 1	Maximum overload is 3 credit hours per semester. Full-time faculty has preference.	
College 2	Maximum of 3 additional contact hours per semester except by premission of the president.	Same as evening
College 3	Full-time faculty has preference. Some faculty may have evening assignments as part of regular load.	Same as evening
College 4	1 evening course per semester may be required.	Same as evening
College 5	Full-time faculty has preference. Maximum of 2 paid overload courses per semester.	Same as evening
College 6	Maximum of 1 course per semester. 2 per year.	$350 per contact hour section of 40 or more students; $106 per in sections of 5 to 9 students.

APPENDIX IV

(continued)

TABLE 7 (continued)

College	Other Provisions	Summer Session
College 7		
College 8	Full-time faculty have preference.	Same as evening

*SOURCE: State Agency Annual Report

TABLE 8

Salary Schedule—1975-1976

	College 1				College 2				
Instruction	No. of Pos.	Salary	Min.	Max.	No. of Empl.	No. of Pos.	Salary	Min.	Max.	No. of Empl.
Professors	28	$22,226	$16,782	$23,617	9	29	$19,622	$16,196	$21,410	10
Assoc. Professors	40	19,003	14,360	20,206	9	68	16,844	14,548	19,190	10
Asst. Professors	83	15,013	12,370	17,407	9	69	14,623	12,492	17,003	10
Instructors	14	12,446	10,627	14,953	9	53	12,079	10,620	14,455	10
Asst. Inst./Lect.	6	9,797	8,015	11,278	9	Varies 17.25 hr.				
Tech. and Other Assts.	7	9,549	8,675	10,529	12	13	9,488	8,356	10,809	12
Div. and Dept. Chairmen	22	3,935	1,212	8,132	pt	9	21,514	18,355	24,526	10
Clerical	20	7,157	6,118	8,315	12	22	7,719	7,108	9,440	12
pt Fac. Even. and Sum.	144	1,063	275 cr hr		pt	400	17.25 hr.	16.25 hr.	18.50 hr.	pt
Library			Library							
Chief Librarian	1	17,407	12,371	17,407	9					
Asst. Librarian	6	15,720	13,563	17,454	9	2	14,574	12,492	16,309	14
Library Assts.	1	9,161	8,531	10,651	12	4	12,316	10,620	13,865	10
Clerical	7	7,110	6,253	7,624	12	3	7,459	7,108	9,110	12
Student Services			Student Services							
Counselor for Dean of Students	7	16,985	12,303	20,206	9/12					

APPENDIX IV

(continued)

TABLE 9

Overview of Salient Factors in the Compensation of Teaching Faculty (Differences Between College and Survey Data Shown in Parentheses as Percentages of Survey Data to the Nearest Tenth)

Institutional Category	(A) (Modal) Course Load	(B) Average Base Salary Four Ranks	(C) B Plus Average Costable Benefits	(D) Average Overload Midrange
Community College	30 cr. hrs. norm (approx. same as 30 cr. hrs. max.)	$23,076	$28,107	$296/co. hr. (333/cr. hr.)[7]
State Community College	(8) 30 cr. hrs. max.	(25) 18,237 (+26.5)	(6) 21,866 (+28.5)	(9) 277/co. hr. (+6.9) (9) 312/cr. hr.
Public (4-yr.) in Nearby States	(1) 24 cr. hrs. max.	(4) 20,208 (+12.4)	benefit data varies widely	(4) no overload
Private (4-yr.) in Nearby States	(8) 24 cr. hrs. max.	(14) 24,705 (– 6.6)	(13) 28,386 (–0.1)	(9) 319/cr. hr. (14.4)
Private–Ivy League	no institutional standards	(5) 25,200	(6) 29,560	(6) no overloads.

SOURCE: Previous Tables in this Report

[7]For purposes of comparison with survey credit hour data, contact-hour data is converted to credit hours on the basis of the relationship between New York State community colleges credit-hour and contact-hour averages in the same column.

Source: Joseph N. Hankin, "Preparing for Table Negotiations," in Angell, Kelley, *et al, Handbook of Faculty Bargaining*, pp. 150-157.

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